

**STATE OF LOUISIANA  
OFFICE OF RISK MANAGEMENT**



**REQUEST FOR PROPOSALS**

**FOR**

**INSURANCE BROKER SERVICES**

**RFP # UW-05**

**PROPOSAL DUE DATE/TIME: FEBRUARY 19, 2015 4:00 PM (CT)**

**RELEASE DATE: JANUARY 16, 2015**

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## **1 GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (herein referred to as ORM) for the purpose of providing interested parties with information to enable them to prepare and submit a proposal for selection of an insurance broker to provide services described in Attachment I. One (1) Contractor will be chosen to provide all services. Two (2) contracts will be issued: 1) the Statewide casualty program and 2) the Louisiana State University and Agricultural and Mechanical College casualty program.

See Attachment I, Scope of Services for further details.

### **1.2 Background**

The Office of Risk Management was created within the Office of the Governor, Division of Administration by R. S. 39:1527, et seq, in order to provide a comprehensive risk management program for the State of Louisiana.

The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all departments, agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. R.S. 39:1527, et seq, further designates ORM to be solely responsible for all property and casualty and workers' compensation insurance purchased or self-insured by ORM for all State Departments, Agencies, Boards and Commissions.

The ORM website can be found at <http://www.doa.louisiana.gov/ORM/Index.htm>.

Louisiana State University and Agricultural and Mechanical College (hereinafter referred to as LSU) is the flagship University of the State of Louisiana. The University's fundamental mission is teaching, research, and public service. Although the LSU System includes several other significant components, broker services are sought ONLY for the flagship LSU campus. The LSU Office of Risk Management, which reports to the Vice Chancellor of Finance and Administrative Services, works in conjunction with the State Office of Risk Management to manage the University's insurance portfolio. As provided for by LaGrady Act 2.0 LA R.S. 3139.5 (5) (c) LSU has been granted exemption from the LA R.S. 39:1527, et seq. LSU Risk Management is in the process of implementing a fully autonomous risk and insurance management program to be effective on July 1, 2015.

The LSU website can be found at [www.lsu.edu](http://www.lsu.edu).

The Louisiana Stadium and Exposition District (**LSED**) is a state agency/political subdivision comprised of seven members appointed by the governor. The board's primary purpose is to plan, finance, construct, develop, maintain and operate facilities located within the District for events of public interest. The LSED is responsible for the Mercedes-Benz Superdome, Smoothie King Center, Zephyr Field, John A. Alario Sr. Event Center, TPC Louisiana and the New Orleans Saints Training Facility.

SMG is a worldwide entertainment and convention venue management company which has been contracted by the State to manage the Mercedes-Benz Superdome, Smoothie King Center and Champions Square. It was founded in 1977 with the management of their first facility, the Louisiana Superdome. Per the Management Agreement between the State of Louisiana and

SMG, the State is required to insure SMG's operations of the Mercedes-Benz Superdome, Smoothie King Center, and Champions Square. This includes coverage for Workers' Compensation, Commercial General Liability, and Crime, which includes employee theft.

F.A. Richard & Associates, Inc. (FARA) is the contracted third-party administrator for ORM claims. A new TPA services contract will be executed for July 1, 2015. Claims below the self-insured threshold will be adjusted through the TPA on behalf of all State agencies, including the Superdome. The dedicated ORM-FARA website can be found at <http://www.laorm.com>.

*Additionally, as required by Louisiana Revised Statutes 39:1533 – Self-insurance fund: B. The representation of the state and state agencies in all claims covered by the Self-Insurance Fund, and in all tort claims whether or not covered by the Self-Insurance Fund, shall be provided by the attorney general or by private legal counsel appointed by the attorney general, with the concurrence of the commissioner of administration in accordance with the provisions of R.S. 49:258.*

Various schedules and documents relating to this RFP can be found at <http://doa.louisiana.gov/orm/rfp.htm>.

### **1.3 Scope of Services**

Attachment I details the scope of services and deliverables that the State requires of the Contractor.

### **1.4. Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, or its agent or representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period shall apply not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential proposers and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Contractor is also an incumbent Contractor, the State and the incumbent Contractor shall contact each other with respect to the existing contract only. Under no circumstances shall the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any proposer or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law including rejection of proposal or cancellation/termination of contract.

Any costs associated with cancellation or termination will be the responsibility of the proposer.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
2. Duly noticed site visits and/or conferences for proposers;

3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters shall include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.5. Conflict of Interest**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any proposer and/or any subcontractor of a proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## **2 ADMINISTRATIVE INFORMATION**

### **2.1 Term of Contract**

The period of any contracts resulting from this RFP is tentatively scheduled to begin on or about **March 15, 2015** and to continue through **March 14, 2018**. One (1) successful proposer will be awarded and two (2) contracts will be issued from this RFP: 1) the Statewide casualty program 2) the Louisiana State University Agricultural and Mechanical College casualty program. See Attachment I, Scope of Services for further details.

### **2.2 Pre-proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION

### **2.3 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

RFP Coordinator: Ms. Melissa Harris, State Risk Administrator

<u>Postal Address</u>	<u>Common Carrier Address</u>
Office of Risk Management Post Office Box 91106 Baton Rouge, Louisiana 70821-9106	Office of Risk Management Claiborne Building, Suite G-192 1201 North Third Street Baton Rouge, Louisiana
FAX: (225) 342-8473 EMAIL: Melissa.Harris@la.gov	

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by the date specified in the Schedule of Events at the following websites:

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

<http://doa.louisiana.gov/orm/rfp.htm>

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## **2.4 Definitions**

Contractor - The successful proposer who is awarded a contract; broker; broker-of-record

LSU – Louisiana State University and Agricultural and Mechanical College

LSED – Louisiana Stadium and Exposition District

ORM - The State of Louisiana, Office of Risk Management

Proposer - An individual or organization submitting a proposal in response to an RFP

Shall, Must, Will - Words used to denote a mandatory requirement

Should, May, Can - Words used to denote an advisory or permissible action

## **2.5 Schedule of Events**

<u>Event</u>	<u>Date</u>
RFP Release Date	January 16, 2015
Deadline for receipt of written inquiries	January 26, 2015 (4:00 PM CT)
Issue responses to written inquiries	February 12, 2015
Deadline for receipt of proposals	February 19, 2015 (4:00 PM CT)
Tentative Dates of Oral Presentations	March 11, 2015 March 12, 2015
Announce Award of Contractor selection	March 16, 2015
Estimated Contract Execution	April 15, 2015

**NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.**

## **3 PROPOSAL INFORMATION**

### **3.1 Minimum Qualifications of Proposer**

Proposers must meet the following minimum qualifications. Failure to respond to or comply with any of the following will result in disqualification of the proposal.

- A. The proposer must have a surplus lines broker's license. Proof of such license is required and must be submitted with the proposal.
- B. The proposer must have professional liability (error and omissions) coverage with a limit of at least \$10,000,000 per occurrence. Proof of such coverage must be submitted with the proposal.
- C. The proposer must have experience in structuring, placing, binding, and servicing complex commercial casualty insurance programs. Two (2) specific examples of such experience must be included as part of the proposal. One (1) example must be a public entity. One (1) example must be a higher education institution. Reference information must be listed for each example and should include the organization name, contact name, title, telephone number, and email address, along with the number of years as a client. All references must not be from a person, company or organization with any interest, financial or otherwise, in the proposer's organization.
- D. The proposer must provide paper copies of, or an internet link to, the three (3) most recently completed annual financial statements, completed within the last five (5) years, with at least one audited by an independent CPA (with management letter attached), be included. If providing paper copies instead of a link, at least one set of the required financial statements must be submitted with your proposal and must be clearly labeled. The financial statements should be detailed enough to analyze and assess the Proposer's financial position. Financial statements of the parent company shall be acceptable. If a parent company's financial statements are submitted, a document verifying the relationship between the parent company and the Proposer must also be submitted.

### **3.2 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code 34:136. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### **3.2.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been



convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **3.3 RFP Addenda**

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://doa.louisiana.gov/orm/rfp.htm>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **3.5 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

If prior to the deadline for submitting the proposal a proposer needs to submit changes or addenda to its proposal, such changes or addenda shall be submitted in writing to the State, in a sealed envelope, clearly cross-referencing the relevant proposal section, and signed by an authorized representative of the proposer. Changes and/or addenda to proposals shall meet all requirements for proposals.

### **3.7 Subcontracting Information**

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also

be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### **3.8 Ownership of Proposal**

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing proposer or other party seeks review or copies of a proposer's confidential data, the State will notify the proposer of the request. If the proposer does not want the information disclosed, it must agree to indemnify and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the State to disclose the information. If the proposer refuses to indemnify and hold the State harmless, the State may disclose the information.

Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Additionally, any proposal that fails to follow this sections and/or La. R.S. 44:3.2. (D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

### **3.10 Cost of Preparing Proposals**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP shall entirely be the responsibility of the proposer and shall not be reimbursed in any manner by the State.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. All proposals shall be considered valid for acceptance for a time period of at least 90 calendar days from the date of submission.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by the State.

The proposer must accept the boilerplate contract provisions in their entirety as shown in Attachment V. Additions to the boilerplate provisions may be negotiated after award. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal additions to the contract terms that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten (10) business days, the State may elect to cancel the award and award the contract to the next highest-ranked proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

### **3.14 Contract Terminations**

The State may terminate the contract for cause based upon the failure of the awarded Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) calendar days after receipt of such notice the Contractor shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure.

The State may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) calendar days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the proposer does not have the right to limit or impede the State's right to audit or to withhold State owned documents.

#### **4.0 RESPONSE INSTRUCTIONS**

##### **4.1 Proposal Submission**

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in sections 3.1, 3.2, 4.0, and 5.0. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the time and date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Ms. Melissa Harris  
State Risk Administrator  
Office of Risk Management  
Post Office Box 91106  
Baton Rouge, Louisiana 70821-9106

For courier delivery:

Office of Risk Management  
Claiborne Building, Suite G-192  
1201 North Third Street  
Baton Rouge, Louisiana  
Telephone: (225) 342-8500

It shall solely be the responsibility of each proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that six (6) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

Additionally, proposers shall submit electronic copies of the proposal, one redacted and one unredacted.

##### **4.2 Proposal Format**

Proposers should respond to this RFP with a Technical Proposal and a completed Cost Proposal Form, Attachment II.

##### **4.3 Cover Letter**

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

#### **4.4 Technical and Cost Proposal**

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### **4.5 Certification Statement**

The proposer must sign and submit the Certification Statement shown in Attachment III.

### **5.0 PROPOSAL CONTENT**

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely and page-numbered. Proposal information should be organized and presented in the order indicated below. The headings and subheadings should be separated by tabs.

#### **Tab 1 Executive Summary**

Tab 1,A Cover Letter and Administrative Information

Tab 1,B Contract Compliance

#### **Tab 2 Response to Minimum Qualifications of Proposer**

The proposer must include completed Minimum Qualifications Statement (see Attachment IV). All required documentation to be submitted with Attachment IV should be placed in the order that the qualifications are numbered.

#### **Tab 3 Corporate Background & Experience**

Tab 3,A Corporate Background

Tab 3,B Experience with Similar-sized Accounts and References

Tab 3,C Description of Service Office

Tab 3,D Public Entity and Higher Education  
Experience

#### **Tab 4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

Tab 4,A Business Name and Documentation of Status (see 5.4)

#### **Tab 5 Proposed Project Staff**

Tab 5,A Key Staff and Resumes

Tab 5,B    Staff Licenses

Tab 5,C    Accessibility of Staff

Tab 5,D    Company Senior Management

Tab 5,E    Subcontractor Information

Tab 6    **Approach & Methodology**

Tab 7    **Cost Proposal Form & Documentation** (See Attachment II)

Tab 8    **Additional Forms Required**

Certification Statement (see Attachment III)

Corporation Requirements (see 7.1)

## **5.1    TAB 1 - Executive Summary**

This section should serve to introduce the scope of the proposal. It should include a cover letter, on proposer's official business letterhead, referencing administrative information including, at a minimum, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements in an appropriate time frame.

It should include a positive statement of compliance with the contract terms. The proposer should submit language or terms that its company may seek to add to the boilerplate provisions. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

## **5.2    TAB 2 - Minimum Qualifications**

See Attachment IV.

## **5.3    TAB 3 - Corporate Background and Experience**

The proposer should give a brief description of their company including the following: a brief history, corporate structure and organization, number of years in business, size, scope, capability, and areas of specialization. The proposer should identify the parent corporation or other entities with significant financial interest in the proposer.

Proposers should include in their proposals a list of all organizations with similar sized accounts and similar risks with whom the proposer has done business within the last three (3) years. For each organization, the proposer must include the name, title, address, and telephone number of a contact person. The State will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project.

The proposer should describe the size and location of the office from which the State's account would be serviced. The proposer should explain the risk management services (including statistical and quantitative capabilities, risk identification and evaluation methods and data

processing services) available at that office. Also, the proposer should provide the total annual premium volume serviced by the office. The proposer should describe the service office's three (3) largest existing accounts. If proposer intends to utilize other regional or national offices, describe the services they would provide on this account.

The proposer should describe the experience and capabilities of the proposer in providing similar services to those required. The proposer should be specific and identify projects, dates, and results. The Proposer should provide detailed information regarding any past experience, including number of years, and premium volume written with public entity organizations or applicable programs. The Proposer should describe direct experience, including number of years, with any procurement of governmental insurance.

If the Proposer plans to utilize subcontractors, the Proposer should provide the same information for each subcontractors as requested for the proposer.

#### **5.4 TAB 4 - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

##### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report

Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

## **5.5. TAB 5 - Proposed Project Staff**

The proposer should identify by name and provide resumes describing the education and work experience for each of the key staff who would be assigned to the account on a permanent basis. The proposer should provide titles, professional designations, area(s) of expertise, number of other accounts to which they are assigned, and number of years of experience. The proposer should identify the primary point of contact and backup point of contact. Also identify any alternate staff if the key staff are unavailable; people listed must be in the office that will service the account.

The proposer should identify whether the key staff hold the appropriate license(s) to transact business in Louisiana. The proposer should also disclose whether brokerage staff in the past five years have been, or are currently, the subject of a complaint investigation or administrative action by the Office of the Commissioner of Insurance or another State insurance regulatory body.

The proposer should briefly describe the role the key staff will play and an indication of the percent of their time that will be allotted for the State's account. The proposer should indicate the accessibility to those staff if proposer is awarded a contract. The proposer should also describe the process that will be used before a key staff person assigned to the State's account is replaced.

If proposer is awarded a contract, the proposer should describe what access the State will have to proposer's senior management. The proposer should identify the senior management and provide their titles.

If subcontractor(s) will be used, the proposer should clearly identify any subcontractor arrangements. Information requested of the proposer, as described in 5.3 through 5.5 of this section, is also requested for each proposed subcontractor.

## **5.6. TAB 6 - Approach and Methodology**

The proposer should communicate understanding of the nature of the project and how its proposal will best meet the needs of ORM. Specialized or unique facilities, services, and/or



staff members that will be utilized for the contract should be described with the benefits of such explained. At a minimum, the following concepts should be addressed:

- Define the functional approach in providing the services.
- Define the tasks necessary to meet requirements, giving detailed descriptions of each.
- Describe the approach to time management and quality assurance.
- Provide a proposed work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Provide a detailed description of any innovative concepts that the proposer will be offering at no additional cost to the State.
- Alternative pricing methods may be provided for consideration, as an additional option to the mandatory Fixed Annual Fee.

### **5.7 TAB 7 - Cost Proposal Form**

The proposer shall provide separate fixed annual fees inclusive of travel, all consulting expenses, costs for use of a domestic wholesaler, if applicable, and a maximum 10% commission rate for the use of foreign wholesale/intermediary brokers, if applicable for providing all services described in the RFP for 1) the Statewide casualty program and 2) the Louisiana State University and Agricultural and Mechanical College's casualty program. Proposer shall utilize Attachment II to provide the fixed annual fees. The fixed annual fee must be a whole dollar amount, and note that zero (0) or none shall not be considered a valid response.

For information purposes, the proposer shall provide the total estimated number of hours, by classification, for the proposer's staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

### **5.8 TAB 8 – Additional Forms Required**

See Attachment III, Certification Statement and 7.1, Corporation Requirements.

## **6.0 EVALUATION AND SELECTION**

### **6.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

### **6.2 Administrative and Minimum Qualifications Review**

All proposals will be reviewed to determine compliance with administrative and minimum qualifications as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **6.3 Clarification of Proposals**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

#### **6.4 Oral Presentations/Discussions May be Required**

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the proposer at the oral presentation, if any, will be considered binding.

#### **6.5 Evaluation and Review**

Proposals that pass Section 3.1 Minimum Qualifications Review will be evaluated based on the information and content provided in the proposal. The evaluation committee shall assign points as follows:

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
Qualifications and Experience (Section 6.5.2):	90
Technical Proposal (Section 6.5.3)	120
Veteran and Hudson Initiative (Section 6.5.4)	30
Financial Proposal (Section 6.5.5)	60
<b>Total Points</b>	<b>300</b>

The subtotal scores for the criteria above will be combined to determine the Total Points.

##### **6.5.1 Evaluation Procedure**

- a. Each proposal will be subject to the Minimum Qualifications Review (3.1). If any one of the requirements is not met, then the proposal requires no further consideration.
- b. If all requirements are met, each proposal will then be evaluated and assigned points for each category as shown in 6.5.
- c. Proposers with proposals that are reasonably susceptible of being selected for award may be invited to provide oral discussions and presentations.
- d. After those discussions, points associated with any of the evaluation criteria may be reviewed and adjusted in accordance with the criteria used in the initial scoring.
- e. The proposal with the highest Total Points will be recommended for award for both contracts.

##### **6.5.2 Qualifications and Experience Corporate Background and Experience/proposed project Staff**

The following criteria are of importance and relevance to the evaluation of this RFP which include but are not limited to the following:

- Proposer Qualifications based on company history, number of years in business, size, capabilities, specializations, education and work experience of proposed key staff
- Proposer Experience with public entity and higher education institution accounts
- Subcontractor Qualifications and Experience, if applicable

### **6.5.3 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP which include but are not limited to the following:

- Proposed approach and methodology, including detailed descriptions of tasks and services to be performed, deliverables, timetables, and staffing
- Specialized facilities, services or staff
- Innovative Concepts

### **6.5.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the necessity of the services to fulfill Attachment I Scope of Services
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

### **6.5.5 Cost Evaluation**

All proposers shall receive cost points based upon the following formula, with a maximum of 60 allowable points. The proposer with the lowest valid total proposed cost will receive 60 points. Please note that zero (0) is not a valid cost proposal.

$$BCS = (LPC/PC \times 60)$$

Where:        BCS = Computed cost score (points) for proposer being evaluated  
                  LPC = Lowest proposed cost of all proposers  
                  PC = Total cost of proposer being evaluated

## **6.6 Best and Final Offer**

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

After those discussions, points associated with any of the evaluation criteria may be reviewed and adjusted in accordance with the criteria used in the initial scoring.

## **6.6 Announcement of Contractor**

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful proposer and proceed to negotiate terms for two separate contracts; one statewide and one for LSU. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

## **7.2 Billing and Payment**

Billing and payment terms shall be negotiated with the successful proposer. The Contractor shall invoice the Office of Risk Management directly and payment shall be made by the Office of Risk Management directly to the Contractor in accordance with the payment terms agreed to under both contracts.

## **7.3 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Risk Management.

## **ATTACHMENT I: SCOPE OF SERVICES**

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### **Overview**

The Contractor will be the State of Louisiana's casualty insurance broker-of-record and shall develop and place the most effective and cost-efficient insurance coverage, and provide a range of consulting services associated with 1) the Statewide casualty program and 2) Louisiana State University and Agricultural and Mechanical College's (hereinafter referred to as LSU) casualty program. The Contractor will provide brokerage and consulting services to assist ORM in fulfilling its critical role to ensure proper protection of the State's assets and activities on behalf of the State's citizens and taxpayers. The Contractor will develop re-structuring program options, market the coverage, present ORM and LSU competitive quotes with recommendations, and place and service the coverage.

The current Statewide casualty program consists of coverage for general, professional, and media liability encompassing all State Agencies and various professional obligations. Coverage for LSU is part of the Statewide program, carrying its own segregated policies. The policies will remain separate, although ORM has statutory oversight of the LSU coverage lines and shall authorize final approval. The program may include Reinsurance on certain lines, and will include coverage of students, student organizations and related programs.

The Statewide casualty program shall encompass services for:

- Commercial General Liability including or independent placement of:
  - Professional Liability
  - Publishers Media
  - Elevator and Escalator Liability
  - Watercraft Liability
  - Public Officials and Employees Liability
  - Employee Benefits Liability
  - Garage Keepers' Liability
  - Special Event/Entertainment Liability
  - Liquor Liability
  - Educators' Legal Liability
  - Law Enforcement Liability
  - Sexual Abuse and Molestation
- Workers' Compensation and Employers' Liability
- Medical Malpractice
- Wet Marine Hull and P&I
- Aircraft Hull and Liability
- Airport Liability
- Cyber Liability
- Publisher's Media
- Automobile Liability and Physical Damage
- Bonds (Fidelity & Surety) and Crime
- Club Sports Liability and Accident
- Intellectual Property Liability
- Student Liability including or independent placement of:
  - Student Organization Liability
  - Student Internship/Professional Liability
  - Participant Accident Insurance
- International Travel insurance
- Non-Owned Aircraft Liability
- Loss Portfolio Transfer

Coverage of the Mercedes-Benz Superdome, the Smoothie King Center, Champions Square and SMG is part of the Statewide program, carrying its own segregated policies. The policies will remain separated, although ORM has statutory oversight of the Superdome coverage lines and shall authorize final approval. The State is statutorily obligated to provide only the following casualty coverage lines for: 1) Commercial

General Liability including Host Liquor Liability 2) Workers' Compensation and Employers' Liability and 3) Bond and Crime including employee theft.

One Contractor will be selected to service both the Statewide casualty and the LSU casualty program. Two (2) separate contracts will be issued with the selected Contractor for each respective casualty program. Related coverages and services may be added to each program at any time during the contract period and the Contractor must handle all additions.

### *Tasks and Services*

The Contractor shall provide, at a minimum, the following services for both ORM and LSU:

- A. Act as broker-of-record for new coverages placed during the contract term.
- B. Analyze exposure, claims, coverage forms, and current program data to determine various options in casualty program structures and provide recommendations to make the program more efficient and effective.
- C. Identify programs, products, and markets capable of meeting the State's coverage needs. Make recommendations regarding quality of markets, limits, and differences in various markets' terms and conditions.
- D. Offer creative solutions and innovative suggestions for ORM/LSU to consider.
- E. Assist ORM/LSU in identifying and organizing pertinent information in order to more effectively market the casualty coverage programs. Coordinate the collection of data to include in any market solicitations.
- F. With authorization, solicit quotations for the program. Act as an advocate for the State in communications with the markets and intermediaries, including negotiations of the lowest possible fees and/or deductible options. ORM/LSU anticipates participation in the broker meetings with market representatives to assist in the solicitation of the program.
- G. For insurance coverage placement, a maximum 10% commission rate will be allowed for those placements utilizing a foreign wholesale/intermediary broker. The fixed annual fee must include this cost. All foreign wholesale/intermediary compensation must be pre-agreed by ORM and fully disclosed. For all premiums, placed through either foreign or domestic brokers, that have a commission component, the commission must be identified and refunded to ORM/LSU.
- H. Compile quotations for the program in an Excel spreadsheet. Where there are an adequate number of markets to do so, provide multiple quotes for competitive purposes. In the event that this requirement is not possible or recommended, the Contractor must submit an explanation/recommendation to ORM/LSU for approval. For those markets that decline to offer a quote on coverage, documentation from the market indicating why they chose not to quote must be provided.
- I. Consider quotes from all qualified markets. All contacts from qualified and non-qualified markets must be documented and the Contractor must provide all results to ORM/LSU.
- J. Upon authorization, bind the program as directed by ORM. Binders and/or confirmation of coverage shall be required upon placement.
- K. Review and verify coverage documents received from all bound markets. Determine the coverage placed is correct and verify accuracy of price, rating classification and exposure.
- L. In addition to the original paper copies, deliver electronic copies of all coverage documents. All documents shall be submitted electronically (as requested) within 90 calendar days of their effective date. All coverage placed with multiple layers must include an Excel graphic display of the placement showing markets, policy numbers, limits, premiums, taxes, fees, and commissions, if applicable, per layer.

- M.** The Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commission, or other forms of hidden income associated with this contract. Confirm that compensation, including direct and contingent, on all market proposals has not been assessed or has been credited to the premium billed.
- N.** Ensure the timely billing of all documents and endorsements to ORM and assist with premium allocations or breakdowns by agency for internal ORM billing purposes. LSU's premiums will be paid through ORM. In the event a Notice of Cancellation has been issued due to nonpayment of premium, work with ORM to resolve the situation and, to the extent possible, make payment on behalf of ORM.
- O.** Prepare certificates of insurance and endorsements, as requested, within 48 hours on a normal schedule and within 12 hours on a rush schedule.
- P.** Ensure proper service from markets on coverage placed and endorsements requested.
- Q.** Assist ORM and LSU when other related coverage needs to be added during the term of the contract, at no additional cost.
- R.** Develop a strategy for any upcoming renewal during the contract period to be presented in writing to ORM and LSU a minimum of 90 calendar days before expiration. Include and identify any intended intermediaries used in the solicitation process.
- S.** Disclose coverage additions and coverage restrictions on all renewal quotes in a chart format as compared to the expiring coverage.
- T.** Assist ORM and LSU with the reporting of claims. Be an advocate for the State and LSU on any disputed or problem claims. ORM's third-party administrator shall report the claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. In the event of an incident of high severity, act as an intermediary and advocate for the State and LSU with the markets to facilitate communication, data exchange, and prompt resolution of claims.
- U.** Monitor claims submitted to the markets to ensure they are properly handled and responded to in a timely manner. Provide confirmation to ORM and LSU with the markets on all claims, including claim number and representative contact information.
- V.** As requested by ORM and LSU, obtain clarification regarding coverage or claims questions.
- W.** Provide annual loss runs for each policy a minimum of 60 calendar days before expiration, including any prior year with open losses. These reports shall reflect claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for the coverage year and not just activity for the year. At ORM's request, loss runs shall be provided at any time during the year.

Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following:

- Date of Loss;
- Status of claim (open, closed, reopened);
- Brief Description of Loss;
- Name of State Agency;
- Amount of claim as indicated below (by coverage code, if coverage code is applicable);
  - Total Incurred;
  - Amount paid;
  - Amount reserved;
  - Amount recovered;
  - Amount of loss adjustment expenses; and
  - Net Incurred.



- X.** Advise ORM and LSU on a semiannual basis, or as requested, about current developments in the marketplace as to coverages, forms, availability, pricing or other significant developments that would impact the State or vendors/contractors dealing with the State.
- Y.** Assist ORM with casualty-related training classes as needed for State agency personnel. Training on specific topics may be determined by ORM, LSU or recommended by the Contractor.
- Z.** Provide risk management and professional services, as requested by ORM and LSU, including, but not limited to, identifying and minimizing loss potential, reviewing casualty exposures, researching alternative risk transfer techniques, attending meetings with State agencies, markets, or other consultants.
- AA.** Assist ORM with the analysis and reporting required as per Act 715 of the 2014 LA Legislative Regular Session.
- BB.** Submit a semi-annual stewardship report outlining intended activities on behalf of the State for the upcoming six months, including the status of all items in the prior six months' reports. Reports shall be provided two weeks after the end of each six month calendar period.

## **1 Deliverables**

### **A. Key Deliverables**

- 1. Contractor shall bind coverage as agreed upon by ORM and LSU within five (5) calendar days of ORM approval.
- 2. All coverage documents shall be received (electronically, as requested) within 90 calendar days of their effective date.
- 3. All certificates of insurance and endorsements shall be received within 24 hours on a normal schedule and within 12 hours on a rush schedule.
- 4. The Contractor will report all claims within 12 hours to the applicable markets when notified by ORM, LSU and/or ORM's TPA.

These Key Deliverables will be subject to a performance penalty as follows:

The flat annual fee otherwise due to the Contractor will be reduced by \$1,000 per day when each independent Key Deliverable is not successfully completed and delivered in the timeframe stated herein.

### **B. Additional Deliverables**

- 1. Claims history and loss runs shall be submitted annually, a minimum of 60 calendar days before expiration, and at any time upon request by ORM or LSU.
- 2. Premium rates and commission rates shall be reported per market per layer on the bound insurance program within thirty (30) calendar days of binding. The preferred method of reporting is an Excel spreadsheet.
- 3. The costs associated with the contract shall be subject to audit. The Contractor shall submit an annual statement identifying all income earned by each party participating in the placement of each of the casualty coverage programs and verify that no direct or indirect compensation has been retained.
- 4. All requested reports, analyses, and recommendations shall be submitted in a timely manner as determined by ORM and LSU and communicated to the Contractor.
- 5. Contractor will deliver semi-annual stewardship report two weeks after the end of each six month calendar year period.

## **2 Functional Requirements**

LA R.S. 39:1527, et seq, authorizes ORM to be solely responsible for all property and casualty and workers' compensation insurance purchased or self-insured by ORM for all State Departments, Agencies, Boards and Commissions. The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all departments, agencies, boards and commissions of the State of Louisiana, and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. The Contractor will partner with ORM and LSU to determine the most effective and cost-efficient casualty coverage and provide a range of consulting services to assist ORM in reaching and maintaining its goal.

### **3 Technical Requirements**

NOT APPLICABLE TO THIS CONTRACT.

### **4 Project Requirements**

NOT APPLICABLE TO THIS CONTRACT.

**ATTACHMENT II: TOTAL COST PROPOSAL FORM**

---

Proposer Name: \_\_\_\_\_

1) Fixed annual fee for broker services inclusive of travel, all consulting expenses, costs for use of a domestic wholesaler if applicable, and a maximum 10% commission rate for the use of foreign wholesale/intermediary brokers if applicable for the Statewide Casualty program:

\_\_\_\_\_

2) Fixed annual fee for broker services inclusive of travel, all consulting expenses, costs for use of a domestic wholesaler if applicable, and a maximum 10% commission rate for the use of foreign wholesale/intermediary brokers if applicable for the LSU Casualty program:

\_\_\_\_\_

Total Cost (#1+#2):

\_\_\_\_\_

**The total cost proposed shall fulfill the requirements found in Attachment I, Scope of Services.**

**The above proposed cost must be firm for at least ninety (90) calendar days.**

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

### **ATTACHMENT III: CERTIFICATION STATEMENT**

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

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**ATTACHMENT IV: MINIMUM QUALIFICATIONS STATEMENT**

Proposers must respond to the following questions as well as attach required documentation.

YES	NO		QUESTIONS	REQUIRED DOCUMENTATION
<input type="checkbox"/>	<input type="checkbox"/>	1.	Does proposer have a surplus lines broker's license?	Proof of such license is required and must be attached.
<input type="checkbox"/>	<input type="checkbox"/>	2.	Does proposer have Professional Liability (errors and omissions) with a limit of at least \$10,000,000 per occurrence?	Proof of such coverage in the form of a signed certificate of insurance must be attached.
<input type="checkbox"/>	<input type="checkbox"/>	3.	Does the proposer have experience in structuring, placing and binding complex liability coverage programs? Two (2) specific and independent examples of such experience must be included as part of the proposal. One (1) example must be a public entity. One (1) example must be an institution of higher education. Reference information must be listed for each example and should include the organization name, contact name, title, telephone number, and email address.	Include this information as part of Tab 3, B: Experience with Similar-sized Accounts and References
<input type="checkbox"/>	<input type="checkbox"/>	4.	Has proposer submitted paper copies of, or an internet link to, the three (3) most recently completed annual financial statements, completed within the last five (5) years, with at least one audited by an independent CPA (with management letter attached)? One set of financial statements may be submitted with your proposal and must be clearly labeled. The financial statements should be detailed enough to analyze and assess the Proposer's financial position. Financial statements of the parent company are acceptable. If a parent company's financial statements are submitted, a document verifying the relationship between the parent company and the Proposer must also be submitted.	The described financial statements (with at least one with a management letter) must be attached or an internet link provided. Parent to subsidiary documentation included, if needed.

## ATTACHMENT V: SAMPLE CONTRACT

**NOTE: Separate contracts will be issued as described in Section 2.1 of this RFP. The boilerplate provisions, as shown below, will be the same for both.**

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### STATE OF LOUISIANA BROKER SERVICES CONTRACT

On this (Date) day of (month), (year), the Office of Risk Management, hereinafter sometimes referred to as “ORM”, and (Company name and legal address including zip code), hereinafter sometimes referred to as the “Contractor”, do hereby enter into a contract under the following terms and conditions.

## 1 SCOPE OF SERVICES

### 1.1 CONCISE DESCRIPTION OF SERVICES

The Contractor will be the State of Louisiana’s casualty insurance broker-of-record and shall develop and place the most effective and cost-efficient insurance coverage, and provide a range of consulting services associated with 1) the Statewide casualty program and 2) Louisiana State University and Agricultural and Mechanical College’s (hereinafter referred to as LSU) casualty program. The Contractor will provide brokerage and consulting services to assist ORM in fulfilling its critical role to ensure proper protection of the State’s assets and activities on behalf of the State’s citizens and taxpayers. The Contractor will develop re-structuring program options, market the coverage, present ORM and LSU competitive quotes with recommendations, and place and service the coverage.

The current Statewide casualty program consists of coverage for general, professional, and media liability encompassing all State Agencies and various professional obligations. Coverage of the Louisiana Superdome and SMG is part of the Statewide program, carrying its own segregated policies. The policies will remain separated, although ORM has statutory oversight of the Superdome coverage lines and shall authorize final approval.

Coverage for LSU is part of the Statewide program, carrying its own segregated policies. The policies will remain separate, although ORM has statutory oversight of the LSU coverage lines and shall authorize final approval. The program may include Reinsurance on certain lines, and will include coverage of students, student organizations, and related programs.

Related coverages and services may be added to each program at any time during the contract period and the Contractor must handle all additions.

### 1.2 STATEMENT OF WORK

See Attachment I, Scope of Services.

#### 1.2.1. MONITORING PLAN

Melissa Harris, State Risk Administrator, or her designee, will monitor the services provided by the Contractor and the expenditure of funds under this contract. Ms. Harris, or her designee, will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

#### 1.2.2. DELIVERABLES

The contract will be considered complete when Contractor has delivered and ORM has accepted all deliverables specified in the Statement of Work.

**1.2.3. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

If applicable, during the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

**1.2.4. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this contract shall not be replaced without the prior written consent of ORM. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any ORM or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this contract, outside of ORM's or Contractor's reasonable control, as the case may be, ORM or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

**2 ADMINISTRATIVE REQUIREMENTS**

**2.1 TERM OF CONTRACT**

This contract shall begin on [DATE] and shall end on [DATE]. ORM has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

**2.2 STATE FURNISHED RESOURCES**

Notwithstanding the Contractor's responsibility for management during the performance of this contract, Ms. Harris, or her designee, shall be the principal point of contact on behalf of the State.

**2.3 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

**3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

**3.1 PAYMENT TERMS**

In consideration of the services required by this contract, ORM hereby agrees to pay the Contractor a fixed annual fee of \$\_\_\_\_\_. Contractor will not be compensated for more than the total cost proposed in the Contractor's response to the RFP. Payments are predicated upon successful completion and written approval by ORM of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance by ORM of the tasks and approval of an invoice. ORM

will make every reasonable effort to make payments within 30 days of the approval of invoice under a valid contract.

During the execution of tasks contained in the Attachment I, Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

ORM reserves the right to reduce the flat annual fee otherwise due to the Contractor by \$1,000 per day when each independent Key Deliverable, found in Section 2. A. of Attachment I, Scope of Services, is not successfully completed and delivered in the timeframe stated herein. If circumstances arise that are out of the control of the Contractor and will impact Contractor's performance, a clear explanation must be provided as soon as possible.

Payment of insurance premiums will be made under this contract and through the Contractor when approved programs are bound. Contractor will invoice insurance premiums separately from Contractor's fee. Contractor will be responsible to forward payment to the applicable markets. Any commission included in premiums for domestic/foreign wholesalers shall be disclosed and returned to ORM.

## **4 TERMINATION**

### **4.1 TERMINATION FOR CAUSE**

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure.

### **4.2 TERMINATION FOR CONVENIENCE**

The State may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.



## **5 FORCE MAJEUR AND INDEMNIFICATION**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, ORM, and LSU from suits, actions, damages and costs of every name and description relating to personal injury and property damage caused by Contractor, its agents, employees, partners or subcontractors, without limitation, provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State of Louisiana, ORM, or LSU.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, even if each party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State of Louisiana, ORM, or LSU may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

## **7 FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8 ASSIGNMENT**

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of ORM. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to ORM.

## **9 RIGHT TO AUDIT**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10 RECORD RETENTION**

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R. S. 44:1 et seq.

## **11 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **12 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by ORM in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by ORM to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of ORM, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already

rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

### **13 OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by ORM shall remain the property of ORM, and shall be returned by Contractor to ORM, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of ORM, and shall, upon request, be returned by Contractor to ORM, at Contractor's expense, at termination or expiration of this contract.

Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Contractor does not have the right to limit or impede the State's right to audit or to withhold State owned documents.

### **14 SUBCONTRACTORS**

The Contractor may, with prior written permission from ORM, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to ORM for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

### **15 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **16 INSURANCE**

The Contractor shall maintain the insurance as shown in Exhibit A attached to this contract for the full term of the contract. Failure to comply shall be grounds for termination of this contract.

### **17 APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **18 CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify ORM if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **19 SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

## **18 COMPLETE CONTRACT**

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

## **20 ENTIRE AGREEMENT**

This contract, together with the RFP and addenda issued thereto by ORM, the proposal submitted by the Contractor in response to ORM's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

## **21 ORDER OF PRECEDENCE**

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

THUS DONE AND SIGNED on the date(s) noted below:

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CONTRACTOR'S SIGNATURE

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STATE'S SIGNATURE

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DATE

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DATE

## EXHIBIT A

### **INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, and employees.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$10,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by ORM. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. ORM, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- b. The Contractor's insurance shall be primary as respects ORM, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by ORM shall be excess and non-contributory of the Contractor's insurance.

- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against ORM, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for ORM.

## 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to ORM. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against ORM for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to ORM, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish ORM with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by ORM before work commences and upon any contract renewal thereafter.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of ORM, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

## **F. SUBCONTRACTORS**

Contractor shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. ORM reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor, or subcontractor, is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, or subcontractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana and ORM as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and ORM shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, or subcontractor, its owners, agents and employees. The parties further agree that Contractor, or subcontractor, is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor, or subcontractor, hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.